Bangalore Water Supply & Sewerage Board

(BWSSB)

REQUEST FOR PROPOSAL

FOR

Transaction Advisory Services for selection of an agency for Rejuvenation of Arkavathy River upto TG Halli based on Public Private Partnership (PPP) model.

TENDER DOCUMENT

Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery bhavan, K G Road .
Bangalore-09.
email: cep@bwssb.gov.in.
Tel Ph : 08022945108

PARTICULARS OF TENDER

TENDER REFERENCE:	:	No. BWSSB/CE(P)/ACE(Cst&DCW)/864/2024-25 Dt:
NAME OF THE WORK	:	Transaction Advisory Services for selection of an agency for Rejuvenation of Arkavathy River upto TG Halli based on Public Private Partnership (PPP) model
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 16.8.2024 at 16:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 17.8.2014 at 16:30 Hrs
EARNEST MONEY DEPOSIT	:	Rs. 4,67,000/- (Rupees Four Lakh Sixty seven Thousand only)
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in.

		Tel Ph : 08022945108
CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection (QCBS) as per K/C-4

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation
2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

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SECTION 1 – INVITATION FOR TENDER

(Through Karnataka Public Procurement Portal)

IFT No: BWSSB/CE(P)/ACE(Cst-DCW)/864/2024-25, Dt: 30.7.2024.

The Chief Engineer (Projects) invites tender from eligible tenderers, for the work of "Transaction Advisory services for selection of an agency for Rejuvenation of Arkavathy River upto TG Halli based on Public Private Partnership (PPP) model" detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the consultant who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.inin website only from **1.8.2024 to 16.8.2024** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **16.8.2024** at **16:00 hrs.** The bids will be opened at the office on **17.8.2024** at**16:30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

No	**Name of Work**	**Tender Processing Fees**	**Amount put to Tender Rs. in Lakh (Approx)**	**Bid Security Rs. in Lakh**	**Period of completion**
(1)	(2)	(3)	(4)	(5)	(6)
1	Transaction Advisory services for selection of an agency for Rejuvenation of Arkavathy River up to TG Halli based on Public Private	To be specified by Karnataka Public Procurement portal	**310.94**	**4.67**	**12 Months**

	Partnership (PPP) model				

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.

6. The cost of the tender document once paid will not be refunded.

7. Uploading of signed copy of technical proposal submission form.

8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00 hrs.

Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery bhavan, K G Road.
Bangalore-09.
email: cep@bwssb.gov.in.
Tel Ph : 08022945108

Or **visit Website** https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in

11. Other details can be read from the tender documents

Chief Engineer
(Projects)
BWSSB

SECTION 2 – INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive

practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1. Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1. Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

3.2. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, consultants must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

c. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technical presentation.

v. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years

working for the firm/entity, and degree of responsibility held in various assignments.

vii. Power of Attorney of Authorised Signatory (Section 3G)

viii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years.

ix. Details of the Bidder (Section 3I)

x. Any additional information requested in the Data Sheet.

3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

3.6. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7. Consultant shall express the price of their services as per the information provided in Data Sheet.

3.8. The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2. An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3. For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5. The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6. After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Consultant. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5 The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARD OF CONTRACT

7.1. The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

9. PERFORMANCE SECURITY

9.1. The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

DATA SHEET

INFORMATION TO CONSULTANTS

CLAUSE REF	PARTICULARS	DETAILS
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
1.1	Method of selection	Quality and cost based selection (QCBS)
1.2	Technical and financial proposals are requested	Yes
1.2	Name of the assignment	Transaction Advisory services for selection of an agency for Rejuvenation of Arkavathy River upto TG Halli based on Public Private Partnership (PPP) model”
1.2	Objective of the assignment	The primary objective is to rejuvenate the Arkavathy river to a healthy state, ensuring its sustainability to support the needs of human and natural systems.

1.2	Description of the assignment	The project aims to tackle pollution along the entire stretch of Arkavathy River through targeted interventions focused on pollution abatement and cleanup. Emphasizing decentralized solutions, the project plans to implement localized sewage treatment plants (STPs), enhance watershed management practices, and foster community engagement to minimize direct solid waste disposal into the river. Special attention is directed towards addressing urban effluents from newly integrated BBMP areas and villages under local bodies, with a focus on improving sewage management systems, curbing untreated discharges, and establishing rigorous monitoring mechanisms to effectively reduce pollution levels and safeguard the river's ecosystem and water quality. The broad scope of 'Transaction Advisory services for selection of an agency for Rejuvenation of Arkavathy River upto TG Halli based on Public Private Partnership (PPP) model' includes the preparation and submission of an inception report, conducting a detailed survey report and feasibility study, developing a master plan, preparing bid documents, and providing support during the handholding period.
1.3	Assignment is phase	no
1.4	A pre-proposal conference will be held	Yes
1.4	Date, Time & Venue	5.8.2024 @ 2 PM. Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09.
	Name, Adress and Telephone numbers of the client's officials	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
1.5	Client will provide the Following inputs	Office space with minimum furniture.
1.7.2	The Client envisages the	No

	need for continuity for downstream work	
	The scope, nature, and timing of future work	Outlined in Terms of reference.
1.11	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC
2.1	Clarifications may be requested upto	Pre-bid meeting scheduled in the KPPP.
	Adress for requesting Clarification	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
3.1	Proposals should be submitted in the following language(s)	English
3.3	i.Shortlisted consultant may associate with another shortlisted consultant	No
	ii.The estimated number of key professional staff months required for the assignment is	5
	iv.The minimum required experience of proposed key professional staff is:	Refer TOR
	vi.Reports which are part of the assignment must be written in the following language	English
3.4	vii. Training is an important feature of this Assignment	Yes
	viii. Additional Information in the Technical Proposal includes	As detailed in TOR
3.10	Proposals must remain valid 90 days after the submission date i.e Until	Tenders shall remain valid for a period of ninety days (90) after the deadline date for tender submission.
4.3	Consultants must submit an original and ____ [Number] additional copies of each proposal.	Through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	
4.5	Proposals must be	16.8.2024 before 1600 Hrs

	submitted no later than the following date and time	
5.1	The address to send information to the Client is:	The proposal submission address is:
5.3	The number of points to be given under each of the evaluation criteria are	As per Evaluation criteria detailed below
5.8	The formula for determining the financial scores is the following:	[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]
	The weights given to the technical and Financial Proposals	T= 0.75, and F= 0.25
6.1	The address for negotiations is	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
7.2	The Assignment is expected to commence on	From the date of Issue of Work order and entry in an agreement.

EVALUATION CRITERIA.

A. Pre-Qualification

Firms who have the following qualifications may submit the proposal along with necessary proof (Work order/completion certificate will be considered for evaluation)–

i. The Bidders shall have experience of at least one Bid Process Management under appropriate PPP model (including Hybrid Annuity Model (HAM)) of River restoration project in identifying the concessionaire with project capital cost of 1000 crore or above & where Letter of Award has been issued to concessionaire in last 5 years.
ii. The Consultant should be an empanelled as Transaction Advisor under the Empanelled list of Transaction Advisors, by Department of Economic Affairs, Government of India.
iii. The consultant shall have minimumfinancial turnover of at least Rs.30 Croresin at least two financial years during the last 5 FYs (2019-20 to 2023-24). The Firm must ensure that they submit the evidence of eligibility criteria on turnover & positive net worth as on Date in the form of audited financial statements signed& audited by Chartered Accountant, along with supporting P/L statement and balance sheets.

B. Technical proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms' technical proposal applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts].

Technical Evaluation Criteria: (100 marks)

i. Relevant Experience of firm for the assignment : 20 marks
ii. Qualifications & experience of key staff proposed for the assignment : 60 marks
iii. Approach & Methodology : 20 marks

I. <u>Relevant Experience of firm for the assignment: 20 marks</u>

Sl. No.	Criteria	Criteria	Maximum Marks
1	River/Water body rejuvenation projects	Number of successfully completed consultancy projects involving detailed project reports or PPP Transaction Advisory services, for water body rejuvenation and restoration in last 10 Years. Projects within India: 3 marks/ project	06
2	Sanitation projects and	Number of successfully completed Transaction Advisory Services for Wastewater Recycling and reuse Project on PPP model with minimum capacity of 50 MLD STP Projects within India: 3 marks/ project	06
3	Experience in successful PPP projects	Experience of providing PPP Transaction Advisory services, with project cost of at least 1000 Cr, where in the Concessionaire has been selected in the last 10 Years. Projects within India: 3 marks/ project	08
		Total	**20 marks**

II. <u>Qualifications & experience of key staff proposed for the assignment- 60 marks</u>

Sl. No	Key Personnel / Experts	Qualification & Experience	Marks
1	Team Leader	**Educational Qualification:** Masters in Environmental Engineering and Graduate in Civil /Mechanical **Experience:** • Should have a minimum of 20 years of overall professional experience with at least 15 years of experience in Water and Wastewater sector. • Should have minimum 03 number of River / Water body rejuvenation. • Should have experience in preparation of DPR, Contract	15

		documents and Bid management. • Should have minimum experience on working in projects based on PPP and DBFOT model. • Experiences as team leader for minimum 2 numbers of Waste Water Sector projects as team leader **Language Skills:** Proficiency in the native language is advantageous	
2	Water and Wastewater Expert	**Educational Qualification:** Graduate in Civil Engineering with a Masters in Environmental Engineering/ Water Resources Engineering/ Hydraulics, with a total of 20 years of experience **Experience:** • Knowledgeable about River/Lake rejuvenation. Should have experience in projects relating to desilting, sanitation, waste water treatment etc., • Proficient in the preparation of Detailed Project Reports (DPRs), contract documents, and Bid Management specifically for relevant projects **Language Skills:** Proficiency in the native language is advantageous	15
3	Finance cum PPP Expert	**Educational Qualification:** A graduate with MBA in Finance or Marketing is required. **Experience:** • Minimum 15 years of experience in conducting feasibility studies and transaction advisory having adequate exposure to various business models and associated risks. • At least 8 years of experience in financial viability assessments, preparation of revenue models, and financial models. • Experience in projects related to River rejuvenation / water bodies.	10

		• Experience in Contracts and Bid Process Management. • Experience working on projects based on PPP (Public-Private Partnership) and DBFOT (Design-Build-Finance-Operate-Transfer) models is preferred. **Language Skills:** Proficiency in the native language is advantageous	
4	Legal Expert	**Educational Qualification:** Possession of a Postgraduate degree in Law is required. **Experience:** ❖ Minimum 15 years of experience with a strong background in Policy development, Project structuring, Bid process management, and Legal documentation for diverse Infrastructure Projects. ❖ Demonstrated experience in projects based on PPP (Public-Private Partnership) and DBFOT (Design-Build-Finance-Operate-Transfer) models. ❖ Experience in projects related to River rejuvenation / water bodies **Language Skills**: Proficiency in the native language is advantageous	10
5	Environmental Expert	**Educational Qualification:** Masters in Environment Engineering or Environmental Science with more than 20 years of relevant experience. **Experience**: Proven track record in projects involving waste water treatment, sanitation, desilting of lakes/rivers etc., **Language Skills:** Proficiency in the native language is preferred	10

❖ The number of points given for qualifications and competence of the key professional staff for the assignment are:

i. General Qualification : 30
ii. Adequacy for the project : 60
iii. Experience in region and language : 10

Total : 100

III. <u>Approach & Methodology- 20 marks</u>

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided in to the following three chapters:

Technical Approach and Methodology, Work Plan, and Organization and Staffing,

1. Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

2. Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form .

3. Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

SECTION 3: TECHNICAL PROPOSAL STANDARD FORMS

3A. Technical Proposal Submission Form

3B. Consultant’s References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3F. Format of Curriculum Vitae of proposed key professional staff

3G. Time Schedule for professional personnel

3H. Activity (Work) Schedule

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM: (Name of Consultant) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. Bidder's References

RelevantServicesCarriedOutintheLastFiveYears
That Best Illustrate Qualifications

Usingtheformatbelow,provideinformationoneachreferenceassignmentforwhichyourfirm/entity,either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">AssignmentName:</td><td>Country:</td></tr>
<tr><td colspan="2">LocationwithinCountry:</td><td>KeyprofessionalstaffProvidedby Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Nameof Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No.ofStaff-Months;durationof assignment:</td></tr>
<tr><td>StartDate(Month/Year):</td><td>CompletionDate(Month/Year):</td><td>Approx.Value ofServices (Rs.M):</td></tr>
<tr><td colspan="2">NameofAssociatedConsultants,ifany:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">NameofSeniorStaff(ProjectDirector/ Coordinator,TeamLeader)involvedandfunctionsperformed:</td></tr>
<tr><td colspan="3">NarrativeDescriptionofProject:</td></tr>
<tr><td colspan="3">DescriptionofActualServicesProvidedbyYour Staff:</td></tr>
</table>

Consultant's Name: _____

1.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3D. Description of the methodology and work plan for performing the assignment.

Refer Approach & Methodology under Evaluation criteria

3E. Team Composition and Task Assignments

1. Technical/ManagerialStaff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format of Curriculum Vitae of proposed key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality:_____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

_____

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

_____

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____

_____ *Date:*_____

[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl.No.	Name	Position	ReportsDue/ Activities	Months(intheformofaBar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal(1)
2.																Subtotal(2)
3.																Subtotal(3)
4.																Subtotal(4)

Full-time: _____ Part-time: _____

ReportsDue: _____

ActivitiesDuration: _____

Signature:_____

*TheScheduleshouldbefortheperiodofcompletionofassignment

(AuthorizedRepresentative)

FullName:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		MonthwiseProgram(inform ofBarChart) ++ ***[1st,2nd,etc. aremonths fromthe startof assignment]***											
Sl.No.	ItemofActivity(Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++The Programshould beperiod ofcompletion of assignment.

B. Completion and Submission of Reports

Reports:*	Programme:(Date)
1. Inception Report	
1. InterimProgressReport (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

ModifyasrequiredfortheAssignment.

4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4C. Breakdown of Costs

4A. Financial Proposal submission form

FROM:(NameofConsultant) TO:(Nameand Addressof Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject:Hiring of Consultants' Services for ----------

FinancialProposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with yourRequest for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal youreceive.

Weremain,

Yours sincerely,

Authorized Signature:

NameandTitleofSignatory:

NameoftheConsultant:

Address:

4B. Summary of costs

No.	Description@	Amount (Rupees)
I	RemunerationforKeyprofessional staff	
II	Supporting Staff	
III	Transportation	
IV	OfficeSupplies,Communication and contigencies	
V	ReportsandDocumentPrinting 3sets in each stage	
	TOTAL COST	
	TOTAL COSTS	

Note:

1. TheceilingcostoftheconsultancyIs as shown in the Summary of Costs.Payments will be made as per stipulations of the Special Conditions of Contract.The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.
2. The firms indicating financial price in the technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.
3. GST not applicable as it is a service tender.

Note: Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

4C. Breakdown of Costs

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.) **	Staff Month	Amount (Rs)
Keyprofessional staff					
Total					

II Support Staff

Sl NO.	**Position**	**Name**	**Staff Month**	**Billing Rate**	**Amount in Rs.**
Total					

III. Transportation

IV. OfficeSupplies,Communication and contingencies

V.ReportsandDocumentPrinting 3sets in each stage

I. Water sample testing & Drone survey are reimbursable as per actaul's, which will be paid separately.

Note: Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

SECTION 5. TERMS OF REFERENCE

1. PROJECT BACKGROUND

The Arkavathy River, a critical tributary of the Cauvery River, is located in Karnataka state and traverses through Chikkaballapur, Doddaballapur, Bangalore Rural, Bangalore Urban, and Ramanagar districts. It originates in the Nandi Hills and has a catchment area of 4,253 km^2. The river's significance extends beyond its ecological value; it is a vital water source for both rural and urban populations, including the rapidly expanding Bangalore metropolitan area.

The Arkavathy River's key tributaries include the Kumudavathy River, which is primarily rural and flows only during the wet season, and the Vrishabhavathy River, which runs through Bengaluru and peri-urban areas, now a perennial stream but heavily polluted. Additionally, the Suvarnamukhi and other smaller streams contribute to the river’s flow before it merges with the Cauvery. The TG Halli Reservoir, located at the confluence of the Arkavathy and Kumudavathy rivers, serves as a critical water source for Bangalore. However, it suffers from poor water quality due to upstream pollution, significantly affecting its usability and posing a major challenge to the city's water security.

The Arkavathy River is in a highly stressed state due to rapid urbanization and industrialization, particularly in the western zones of Bangalore. The catchment area, which includes urban regions under the jurisdiction of the Bruhat Bengaluru Mahanagara Palike (BBMP) and Bangalore Water Supply and Sewerage Board (BWSSB), is subjected to intense pressure from untreated sewage, industrial effluents, and solid waste. As the river traverses West Bangalore, it accumulates various pollutants, including untreated sewage and industrial waste, leading to poor water quality in the TG Halli Reservoir. This problem is exacerbated by contributions from newly added BBMP areas like Lakshmipura Village, Abbigere, Shettyhalli, Medarahalli, and Chikkasandra, as well as other villages under local bodies, which significantly pollute the river with untreated sewage and industrial effluents. The loss of good quality surface water is a critical issue for Bangalore, with TG Halli Reservoir, located 30 km from the city, serving as a key source of drinking water now severely affected by these urban effluents, posing a serious threat to the reservoir's water quality and environmental recharge.

Additionally, illegal dumping of solid waste from adjacent dwellers and industrial areas, particularly from the Peenya Industrial Area, further

contaminates the river, compounded by polluted runoff from urban areas. Seasonal flow variations also impact the river, with tributaries like the Kumudavathy flowing only during the wet season, while the Vrishabhavathy has become a perennial stream due to continuous pollution, affecting the overall flow and quality of the Arkavathy River.

The TG Halli Reservoir, historically an impressive system for water collection and storage planned over 80 years ago, now suffers from man-made changes such as drastic urban development, excessive waterconsumption, uncontrolled groundwater pumping, and continuous sewage release. This has resulted in a dramatic 60% decline in fresh water availability, necessitating increased energy and chemical usage to treat the water to drinking quality, while Bangalore compensates by transporting water from over 100 km away from the Cauvery River.

The stretch from Hesarghatta Lake to TG Halli is heavily polluted by sewage and industrial effluents, particularly from Chikkabanavara Nala, Madavara Nala, and Narasappanahalli Nala. Specific pollution sources include sewage from uncovered sewer areas, direct sewage disposal by adjacent dwellers, illegal dumping of solid wastes, and untreated industrial effluents from the Peenya Industrial Area, all of which exacerbate the river's pollution levels.

The Arkavathy River basin faces severe environmental degradation and pollution challenges, necessitating an urgent and comprehensive rejuvenation project. The areas of concern for the Arkavathy River rejuvenation project include the Western Urban Zone of Bangalore, where dense population and industrial activities contribute substantial pollution in the form of untreated sewage and industrial effluents, significantly affecting the TG Halli catchment area's water quality.

The Arkavathy River up to Hesarghatta Lake runs to about 30 Km from its origin

- The lake receives water only during the rainy season due to development/Urbanization on the river basin, pollution of river occurring with domestic & industrial effluents.
- The Arkavathy river from Hesarghatta Lake to TG Halli reservoir, joined by 3 major nalas Chikkabanavara Nala, Madavara Nala & Narasappanahalli Nala from Western part of Bangalore carrying the sewage and industrial effluents.
- 50 Sq Km of Catchment area falls under the BBMP.

The Arkavathy River up to Upstream of TG Halli

- The Arkavathy river upto TG Halli collects water from Nelamanagala town, Sondekoppa and several other villages of Bangalore Urban district, it also receives water from Kumudavati River which carries water from Dabaspete, Nelamangala, Beguruand other areas.
- There is less likely treatment facilities available for restraining the untreated sewage entering the river
- nominal pollution is expected

2. OBJECTIVES OF THE ARKAVATHI REJUVENATION PROJECT

The primary goal of the Arkavathi River rejuvenation project is to restore the river to a healthy state, ensuring it can sustainably support the needs of human and natural systems. Specific objectives include:

1. Improving Water Quality: Reducing pollution levels to make the water safe for consumption and recreation.
2. Enhancing Water Security: Ensuring a sustainable and reliable water source for the local population and ecological systems.
3. Promoting Ecological Balance: Restoring the river's health to maintain biodiversity and ecosystem services.
4. Flood Management: Implementing measures to mitigate flood risks through well-maintained river channels and catchment areas.
5. Enhanced Biodiversity: Restoration of habitats leads to increased aquatic and terrestrial biodiversity.
6. Regulatory and institutional contribution of all stake holders and statutory bodies.
7. Detailed DPR, Cost estimate with mode of financing.

The BWSSB's approach to rejuvenating the Arkavathy River, particularly focusing on the stretch upto Tippagondanahalli Reservoir from its origin, emphasizes a decentralized and efficient strategy to mitigate pollution and improve environmental health.

The project aims to tackle pollution along the entire stretch of Arkavathy River through targeted interventions focused on pollution abatement and

cleanup. Key objectives include identifying and mitigating specific pollution sources. Emphasizing decentralized solutions, the project plans to implement localized sewage treatment plants (STPs), enhance watershed management practices, and foster community engagement to minimize direct solid waste disposal into the river.

Special attention is directed towards addressing urban effluents from newly integrated BBMP areas and villages under local bodies, with a focus on improving sewage management systems, curbing untreated discharges, and establishing rigorous monitoring mechanisms to effectively reduce pollution levels and safeguard the river's ecosystem and water quality.

Expected outcomes of the project include:

1. Improved Water Quality: Immediate reduction of sewage flowing into the Arkavathy River to significantly enhance water quality. Implementation of sustainable water management practices, pollution control measures, and riparian area restoration to diminish pollution inputs and boost water clarity. Gradual reduction of sludge through the action of anaerobic and aerobic microorganisms, enhancing water clarity and health.
2. Enhanced Water Availability: Increased availability of irrigation water for downstream farmers, reducing reliance on bore wells due to the poor quality of Arkavathy water.
3. Enhanced Habitat: Restoration of riparian zones, wetlands, and instream habitats to create suitable ecosystems for fish, wildlife, and plant species, thereby fostering biodiversity and ecological resilience.
4. Mitigated Erosion: Reduction of erosion and sedimentation issues through erosion control measures, stabilization of riverbanks, and restoration of natural hydrological processes to safeguard riverbanks and uphold water quality.

5. Increased Biodiversity: Stabilization of the various Nala and Arkavathy River confluences to reduce pollution load and enhance overall river health. Restoration of the ecological balance and assimilative capacity of the Arkavathy River, supporting biodiversity and natural habitats. Promotion of biodiversity by establishing diverse habitats supporting a variety of species, enhancing ecosystem services, and bolstering the overall health of the river ecosystem.
6. Community Engagement: Involvement of local communities and stakeholders in the restoration process to raise awareness, advance conservation efforts, and instill a sense of stewardship towards the river ecosystem.
7. Long-Term Monitoring: Implementation of a monitoring program to track restoration progress, evaluate the effectiveness of measures, and make informed decisions for adaptive management to ensure the sustainability of the restored river ecosystem.
8. Ecological Resilience: Reinforcement of the overall ecological resilience of the river ecosystem to better withstand environmental stressors, adapt to changes, and sustain functionality and biodiversity over time. Removal of pathogens in the NBS, reducing health hazards linked to contaminated water, increased oxygen content in the water, and reduced anaerobic odors, thus enhancing aesthetic and environmental conditions.
9. Reduction in Energy Consumption: Decrease in energy consumption related to water pumping and conventional sewage treatment methods, promoting sustainability and cost-effectiveness while demonstrating the feasibility and cost-effectiveness of onsite remediation.

3. DETAILED SCOPE OF WORKS

The Arkavathy river restoration project aims to enhance the overall health and sustainability of the river ecosystem, improve ecosystem services, and deliver lasting benefits to both the environment and the communities reliant on the river for various social, economic, and ecological values. It is important for consultant to thoroughly go through the project background and objectives defined in this RFP and perform the scope of the project.

The following detailed tasks are to be performed by the consultant:

The broad scope of work includes the preparation and submission of an *inception report, conducting a detailed survey report and feasibility study, developing a master plan, preparing bid documents, and providing support during the handholding period.*

I. Inception Report

At the commencement of the project the Consultant are recommended to collect and review all relevant reports available on the secondary sources and provided by client particular to Arkavathy River. The consultant may take assistance of relevant government departments such as BWSSB, Karnataka pollution control board with the necessary data available with them. Based on this information, the Consultant will prepare a brief profile of the planning area including (not limited to):

1. Brief Description of the site based on data provided by the client and secondary data
2. Location & Demographic information of study area
3. Socio-economic data
4. Encroachments abutting the river
5. Major source of pollution

The consultants will conduct a detailed study of the total catchment area of Arkavathy river and analyse the land use pattern and location of

various infrastructure. Consultants shall also collect the details on the encroachments abutting the river, major source of pollution. Tourism related information such as usage of the place, tourist potential of the city shall also be analysed. All natural drains, rivers, canals, streets, gardens, and public spaces in the Broad. The Consultant will also present plans for data collection including primary survey formats and proposed locations for all surveys in this TOR.

II. Detailed Survey Report

The scope includes conducting a reconnaissance survey to assess current land uses, activities, flora, fauna within the study area. Survey shall provide a comprehensive understanding of existing conditions and potential environmental impacts. Additionally, Drone survey will be carried out to map the physical features of the river, bridges, and surrounding areas, ensuring detailed data for subsequent planning stages. Furthermore, surveys of various settlements along the riverbank, municipal waste outfalls, industrial liquid waste outfalls to identify sources of pollution will be carried out by consultant. All data should be recorded using the GIS platform or other equivalent software.

The Consultant shall conduct necessary geographical surveys to inform the preparation of conceptual plans. While acquiring the data, the Consultant should maintain high accuracy standards. The final survey drawings should satisfy the following requirements: each map should be geo-referenced with latitude, longitude, and height coordinates so that it can be combined with other maps. Each element should be in a separate layer.

The surveys are detailed out below:

1. Survey of River boundary and levels

Consultant shall carryout survey to define the boundaries of the River and canals, outlining the River's extent, water spread areas, and surrounding features. Consultant shall record levels of all structures in the vicinity including the shoreline length along the Full River Level (FRL) and the Maximum flood level of the canals in relation to the surplus weir's top level. The total area within the FRL and MFL of the canals shall be determined. Bed levels of the River and Canals shall be measured at specified gridlines to cover the entire bed and surrounding areas.

2. Survey of water outfalls and options for preventing the discharge of sewage into River

The consultant shall study the point sources and nonpoint sources of pollution affecting water quality. The consultant shall study on various activities including dairies, agriculture, sewage systems, motor garages, cattle wallowing, open area defecation, carcass dumping, and indiscriminate dumping of garbage. The study of the project specific drain would need a study of the respective catchment area in order to include a stormwater plan that looks at opportunities to slow, spread, and soak the storm water.

The consultant from the detail survey should identify the number of sewage & storm water outfalls directly into the waterway. The consultant should also be able to get the quantity and quality tests done, which will help in suggesting mechanisms to either pipe the sewage water and connect it to main drain or treat it naturally on site through bioremediation techniques.

3. Study of River and Canals Hydraulic Feasibility

As part of survey, the consultant should include River and Canals or waterway so as to record for levels, vegetation, structures,

services, any surface flows etc. Further the consultant shall study the water flow patterns, including flooding events and records. The consultant should determine water flow capacity of the existing waterway and identify bottlenecks that lead to flooding. The study should involve describing the existing profile of River and Canals and waterways, slope analysis and the study should also discuss issues pertaining to water retention and examine options for replenishing water losses due to evaporation, and seepage.

4. Study of various options for Retaining Water in River and Canals

The Consultants shall identify and study the existing techniques used in the construction of embankment, describe the extent of land reclamation, quantum of earth-filled required, various options for constructing the embankments and design of diaphragm wall. The Consultant should also do a comparative analysis of available techniques including costs for building embankments, and suggest suitable one for the study area.

Preparation of detailed feasibility report

1. Conceptual Master plan — Designs

The consultant will develop Master plan for integrated development for the Arkavathy river and development of riverfront area. The focus will be to restore the Arkavathy River to pristine health, recharge the ground water for surrounding area and create recreation spaces for the surrounding people. All the stakeholders in the project area and the development process will be identified and consulted for inputs while preparing the Conceptual/Schematic Master Plan. The consultants shall hold stakeholder consultations in consultation with the Corporation at two stages, viz., Inception Stage

of the Master plan and DPR. The consultants shall conduct two stages stakeholders meeting for viz., the Council, the Corporation, Other Departments, General Public, NGOs, Academicians and Ecologists and the neighbourhood residential localities.

The consultants should develop a conceptual landscape and architectural design incorporating all the design elements contemplated in the project. It shall be cohesive and have an aesthetic vision of the developed park. It is to be noted that the consultants should develop a viable design, such that the park is sustainable with least maintenance cost, and is sustainable on the strength of its design itself, such as, vegetation management, etc. The consultants shall follow the GoI norms for water body development and shall prepare designs. A detailed Bill of Quantities should be prepared based on the prevailing schedule of rates.

The Consultant will prepare the Master plan for the study area covering the following:

- Develop vision and principles to guide the implementation framework.
- Urban design plan and guidelines.
- Land Use Map: Viability of reclaimed land for various public uses such as parks and gardens, NMT facilities, promenades, informal markets, public utilities etc. This will include the land use break ups and the estimated population load to plan for infrastructure.
- Infrastructure plan – sewerage, storm water and water supply within the project area.
- Landscape plan and guidelines.
- Design for the River edge-retaining walls, land reclamation plan (if any) etc

- Disaster management plan

The network plans will be prepared using AutoCAD/GIS or any Illustrative software. The Consultant will submit the Designs in hard copy and electronic format.

2. Catchment area planning

The consultant shall estimate the future population growth of the area and study the existing infrastructure and also identify the agencies responsible for providing adequate infrastructure like sewerage, storm water drains, municipal solid waste etc. in the future in the catchment area.

3. Water Management Plan

In the eco-restoration plan, the consultants shall address some extraneous factors that are need to be controlled to preserve the River and Canals.

- Estimation of the pollution load discharged into the River and Canals from
- Point sources of pollution
- Non-point sources of pollution
- History and analysis on Rainfall data
- Determination of tropic state of the River and Canals.
- Environmental and Resettlement and Rehabilitation (R&R) Plan

4. The Resettlement and Rehabilitation (R&R) shall include:

To the maximum extent possible, the project should bring about a positive transformation in the lives of the people affected by the project. The disruption caused by resettlement shall be kept to the minimum. The legislative considerations (rules, laws, court orders, etc.,) for each activity involved in the plan shall be identified and listed in the assessment, along with the schedule and responsibility.

- Baseline identification of the no. of project affected persons
- Project affected economic activities
- Suggest resettlement and rehabilitation measures
- Propose an effective mode of implementing the resettlement and rehabilitation

5. Operations, Maintenance& Management Plan (OMP)

The consultants shall prepare an O&M protocol / maintenance plan for the routine maintenance of the eco-park and also suggest institutional structures for such maintenance. The plan shall consist of-

- Organization chart for O&M
- Staffing requirements / skills
- Technology and equipment's for O&M
- Routine / Regular / Periodical schedule of maintenance's to be done
- Annual O&M costing
- In house Vs outsourcing arrangements possible for O&M

6. Phasing plan

The Consultant will identify and priorities projects in the study area taking into account certain parameters (but not limited to) such as location, development pattern, economic opportunities, design, acquisition and feasibility of the River and other factors. A phasing

plan shall be developed for DPR preparation and implementation with expected timeline and key activities for the proposed interventions.

7. Institutional structure

The Consultant will propose an institutional structure for implementation and management of the River rejuvenation. The Consultant will prepare detailed staffing options for managing implementation for the Unit.

8. Cost benefit analysis

The Consultant will conduct a cost-benefit comparing the expected cost of system to the total expected benefits, which are expected to include the following:

Evaluate the costs and benefits of the different options, in particular with respect to affordability, likelihood of attracting passengers from other modes and level of government (or business community) subsidy (if any) required, and government payments for fares discounted for social reasons, and recommendations on a preferred option.

III. Feasibility study

The consultants shall analyze and estimate the revenue potential of the commercial projects possible in the Immediate Study Area so that it meets the project cost either partly or fully. The study should include the estimation of detailed costing of infrastructure components along with operational costs for each proposal. The study should identify options for potential revenue generation. The cost estimates will be updated once the detailed infrastructure designs have been completed.

IV. Project Financial plan

Integrating diverse revenue-generating initiatives with river restoration efforts can secure sustainable funding for the project and boost economic opportunities. Consultant shall explore financing options like sale of treated wastewater, Green bonds, eco-tourism activities, water-based recreational facilities, any other revenue mechanism etc. Consultant may assess potential revenue-generating initiatives through detailed demand and market assessment for development and operations of the project. Some of the revenue generating initiatives that may be considered for enhancing the viability of the project are as below

- Multi-Functional Public Spaces
- Waterfront Promenades and Parks
- Commercial Districts
- Cultural and Heritage Zones
- Waterfront Attractions
- Corporate Collaborations

V. Preparation of Bid documents

The consultant to review and detail the conditions precedent such as Right to use the River, encroachment free access to the project site in a phased manner, transfer of existing assets, approvals and consent required etc. Consultant shall review and detail the phasing and milestones with micro implementation and operational plan for various project components. The necessary field visits to be conducted by the selected consultants to ascertain the ground conditions and suitability of the proposed interventions.

i. Preparation of Tender drawings and Tender schedule

a) Preparation of Bid Document
b) Preparation of Concept drawings Preparation of bid documents for selection of contractor, utilizing standard bidding documents.

c) Preparation of draft agreement and any other contract documents for selection of contractor and award of contractor along with the Tender Drawings.

d) The consultants should prepare detailed tenderable bid documents as per Tender Transparency act of GoK, acceptable by the Corporation as well as assist the client in the Bidding Process for selection on contractor for implementation.

e) The consultant to suggest the reporting requirement for the concessionaire during various timelines such as technical reports, implementation schedule to achieve the targets, monthly reports, quarterly reports and other reports as required for the project completion.

f) The consultant to review and detail the Environmental and Social impacts during implementation and O&M period and prepare management measures suitably in the bid documents

g) The consultant to study and include resources required to achieve the milestones during the implementation and O&M period such as technical, financial, equipment, manpower etc. in the bid documents.

ii. Payment Mechanism & Revenue Sharing:

a) Detailed payment schedule to be prepared linking with the milestones and certification mechanism for payment.

b) The concessionaire payment to be made based on the performance evaluation and certification of the Independent Engineer / Independent Auditor.

c) The consultants to include necessary provision for innovative revenue generation such as sale of reuse water, advertisement etc. with revenue sharing model.

iii. Legal

a) The consultant to prepare the state support agreement, tripartite agreement, biparty agreement, other agreements etc. as required to complete all committed support to the project by various stakeholders.
b) The consultant to review and detail the Legal framework for taking over of the assets from various stakeholders.
c) The consultant to review and detail the roles & responsibility of various stakeholders during implementation and O&M period in the normal as well as emergency situations.
d) The consultant to review and prepare the documents according to the Acts, Government Orders, Notifications relating to Rivers/inland water ways management and National Water Policy, State Water Policy, State Treated Wastewater Reuse Policy and all others relevant etc.
e) The consultant to review the various minutes of the meeting and incorporate suggestions suitably.
f) The consultant to review and detail the force majeure, termination clauses, dispute resolution mechanism at various levels, exit clauses, arbitration clause, penalty clause, etc. on as required basis.
g) The consultant to suggest various committee at various levels, roles & responsibility etc to be provided.

iv. Support Facilities

a) The consultant to provide all necessary support to the authority in the activities to be carried out before bids.

b) The consultant to identify and list out the clearances to be obtained by the concessionaire before starting the works and assist the authority to obtain the same. Necessary documents required for obtaining approvals to be prepared by the consultants on as required basis.

c) Prepare a short-list of potential bidders capable of participating in the project.

d) Prepare REOI / RFQ / RTP / RFP / Bid documents / Contract Agreements / Other documents / forms with suitable evaluation criteria.

e) The bid documents to include necessary clauses on handing back of the assets created, as appropriate.

f) The consultant to include the detailed Bidder responsibilities in Bid Documents & Concession Agreement for all works. The bidder to be responsible for obtaining government approvals as required. The client to assist them in the process.

g) The consultant to consider all the bidder's cost while arriving at the block cost for the project and to list out the applicable rules and regulations.

h) The consultants to provide all necessary assistance to Client in obtaining the approval from respective authorities by attending the meetings, discussions, furnishing the necessary information, reports, etc., as required. In case of 2nd call, the consultant to reassess the financial assessment and project structuring including revising the following,

1. Revising the bid variable

2. Detailed cash flow projections for the project term with break-even point analysis

3. Projections for recovery of investment and internal rate of return

4. Proposed duration of the concession agreement
5. Risk analysis and sensitivity analysis
6. Bidding strategy involving HAM agreement.
7. Value for Money analysis
8. Verifiable and quantifiable indicators of performance

i) Prepare contract agreements and obtain consultant legal vetting, as required.

j) All the documents prepared by the consultant to be vetted by the Legal department of GoK.

k) To make presentation to various agencies/departments as and when required and to be available for discussions as and when needed with various agencies / departments

v. Bid Process Management

a) To conduct prospective bidders' solicitation meeting for obtaining the views and suggestions on the chosen model, project structuring etc.

b) Assist in issuing the REOI (if required) and or RFQ and or RTP (if required) and or RFP and associated Bid documents / agreement / other documents on as required basis.

c) Assist Client in responding to the queries that may be raised during the pre-bid meetings and prepare minutes along with addendum / corrigendum to the bid documents as required in timely manner.

d) Upon receipt and opening of bids, prepare technical and financial bid evaluation reports with recommendations.

e) The consultant to be present for the day of pre-bid meeting, bid submission date, for evaluation, discussion, meetings etc. on as required basis.

f) All the above scope is applicable in case multiple operators if multiple packages are envisaged by the client. In case of multiple bidders to be identified, separate reports have to be submitted as per client requirement.

g) The Fortnight / monthly / quarterly reports and other reports on as required basis to be submitted by the consultant.

h) In case of changes required for revision of bid documents for 2nd and future calls, the necessary changes to be made in the bid documents, as required.

i) Consultant to assist authority in preparation of ToR, Invitation for Bids, pre-proposal clarifications, Evaluation process for appointing Independent Engineer for this assignment and payment clause for the Independent Engineer to be included in the bid documents.

vi. Authority Special Purpose Vehicle (SPV)

The consultant to provide all the necessary support till the successful setting up of the Authority SPV

a) Finalizing the Authority SPV vision, mission, objectives along with Organization structure, Staffing structure with educational qualifications, domain experience, Organogram, etc,

b) Handholding the client organization for the creation of document for various approvals – Law department, Finance department and other departments / agencies for consent to establish,

c) Consultant to provide a composition of SPV with various options.

d) Assist in applying to the concerned Registrar of Companies (ROC) to ascertain the availability of the proposed SPV name.

e) Preparation of Memorandum & Articles of Association
f) Fixing Objective of the SPV, Fixing the share capital of the proposed entity, along with the shareholding pattern,
g) Creation of base document of rule of business for the SPV,
h) Assist in obtaining the 'Certificate of Incorporation' from ROC.
i) Assisting sponsoring organization for various initial activities – first board meeting, adoption of various policies and procedure, business plan etc.
j) Assist in obtaining the 'Certificate of Commencement of Business.
k) All the documents prepared by the consultant to be vetted by the Legal department of the Authority / GoK. Other related activities on as required basis for successful setup of SPV.
l) The Fortnight / monthly / quarterly reports and other reports on as required basis to be submitted by the consultant.
m) The consultants to make necessary coordination with various stakeholders on as required basis.

vii. Handholding Period

Handholding Period (3 months) to commence from the letter issued by the Authority after successful identification of the concessioner and signing of the concessioner agreement.

a) Consultant to assist authority in all aspects pertaining to this assignment after award of contract to the concessionaire.
b) Consultant to monitor, evaluate, analysis of the implementation and submit reports to authority every fortnight.
c) Consultant to provide necessary forewarn of issues if any to authority.

d) Consultant to review and evaluate the documents submitted by the Concessionaire and the evaluation report to be submitted.

e) Consultants examine the Monitoring mechanism, capacity building, institutional set up etc. proposed by Concessionaire.

f) Other services related to this project to be provided by the consultant on as required.

4. DELIVERABLES AND TIME/ PAYMENT SCHEDULE

The total duration for prepare detailed project report and carryout Transaction Advisory process for Rehabilitation of Arkavathy River is 12 months, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.

Payment Terms

The payment to be made by BWSSB to the consultant shall be as per the below milestones:

Sl. No.	Milestone	Timeline	Payment schedule
1	Advance against BG	**T_0- Upon signing of the Agreement**	5% of total project cost
2	Submission of Inception Report	T_0 + 30 Days	10% of total project cost
3	Submission Survey Report including Drone Survey	T_0+90 Days months	15% of total project cost
4	Submission of Draft Feasibility report	T_0 + 150 Days Months	15% of total project cost
5	Submission of Detailed Feasibility report	T_0 + 165 Days	20% of total project cost
6	Submission of Draft Bid	T_0 + 180 Days	15% of total project cost

	Documents - Request for proposal & concession agreement		
7	Submission of Final Request for proposal & concession agreement	Two weeks from the date of approval by SLSWA	10% of total project cost
8	Submission of Bid evaluation sheet	As per RFP	5% of total project cost
9	Handholding support	90 Days post-equal payment every month for 3 months	5% of total project cost
	Total		**100%**

5. MEETINGS

- The Client may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the client's office or a place notified by the Client.
- The Client may, in its discretion, require the Consultant to participate in extended meetings and the Consultant shall, on a best Endeavour basis and without unreasonable delay, provide such services.

6. DATA, SERVICES AND FACILITIES PROVIDED BY CLIENT

Deployment of Personnel

- The Consultant shall support in project management and strategy support *of* Bangalore Water Supply & Sewerage Board (BWSSB) at par with international standards. The Consultant shall undertake consultation with concerned government agencies for the drafting and approval of the regulations.
- The Consultant shall ensure the proposed regulations are aligned with the provision in relevant government legislation and policies.

Coordination support

- The Consultant shall provide necessary coordination for inter-department activities and joint initiatives. This shall include, but not limited to, the following activities throughout the term of the project –

i. Preparing presentations, discussion notes, minutes of meeting, etc.

ii. Coordination between the concerned government agencies for common purposes and joint initiatives.

iii. Liaise with the concerned stakeholders / Consultants as required towards achievement of the objectives of the project.

iv. Provide necessary facilitation and coordination support for organization of key events and workshops as required.

Note:

- Legal / technical vetting of tender documents, agreement / contract, legal due diligence, and other concerned related documents shall be done by the Client / concerned Authority
- Technical survey including soil survey and topo survey, valuation of properties, legal due diligence of land, and statutory clearances shall be undertaken by the Client / concerned Authority.
- The Client / Authority shall obtain applicable statutory clearances / approvals / permissions / NOCs. The Consultant shall support the Client / Authority in this regard on a best effort basis.
- Transportation and stay expenses for any work outside Bengaluru shall be borne by the Client/Contractor.

7. Composition of Review committee to monitor consultants work

Regular fortnightly meetings and kick off meetings will be scheduled under the chairmanship of CE(P).

8. Procedures for reviewing of Reports

Reporting Requirements

- The Consultant shall submit deliverables as per the scope of work as outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority and the review of the deliverable shall be done by the relevant approving Authority.
- The review meetings shall be held on a monthly basis, i.e., every month, to review the progress of the Consultant.

- The reports shall be submitted in English in both hard and soft copies. As and when required, the Consultant may be asked to present their report as a presentation.
- The above list covers only part of the deliverables identified in the scope of services. The Consultant shall prepare and submit other deliverables over the course of the assignment that arise from their activities in accordance with the scope of services. Review and approval of such deliverables shall be done by the Client, as applicable.

9. Deployment of Personnel

The Key Personnel comprising the PMU team of the Consultant shall be full-time staff based out of the Client office in Bengaluru from the start of the project.

The minimum required qualifications and experience of the proposed Key Professional Staff of the Consultant are as detailed below –

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
1.	Team Leader	Masters in Environmental Engineering and Graduate in Civil /Mechanical	minimum of 20 years of overall professional experience with at least 15 years of experience in Water and Wastewater sector.	• Should have minimum 03 number of River / Water body rejuvenation. • Should have experience in preparation of DPR, Contract documents and Bid management. • Should have minimum experience on working in projects based on PPP and DBFOT model. • Experiences as team leader for minimum 2 numbers of Waste Water Sector projects as team leader • Language Skills:

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
				Proficiency in the native language is advantageous
2.	Water and Wastewater Expert	Graduate in Civil Engineering with a Masters in Environmental Engineering/ Water Resources Engineering/ Hydraulics,	with a total of 20 years of experience	• Knowledgeable about River/Lake rejuvenation. • Should have experience in projects relating to desilting, sanitation, waste water treatment etc., • Proficient in the preparation of Detailed Project Reports (DPRs), contract documents, and Bid Management specifically for relevant projects • Language Skills: Proficiency in the native language is advantageous
3.	Finance cum PPP Expert	A graduate with MBA in Finance or Marketing is required.	Minimum 15 years of experience	• Minimum 15 years of experience in conducting feasibility studies and transaction advisory having adequate exposure to various business models and associated risks. • At least 8 years of experience in financial viability assessments, preparation of revenue models, and financial models. • Experience in projects

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
				related to River rejuvenation / water bodies. • Experience in Contracts and Bid Process Management. • Experience working on projects based on PPP (Public-Private Partnership) and DBFOT (Design-Build-Finance-Operate-Transfer) models is preferred. • • Language Skills: Proficiency in the native language is advantageous
4.	Legal Expert	Possession of a Postgraduate degree in Law is required.	15 years of experience	• Minimum 15 years of experience with a strong background in Policy development, Project structuring, Bid process management, and Legal documentation for diverse Infrastructure Projects. • Demonstrated experience in projects based on PPP (Public-Private Partnership) and DBFOT (Design-Build-Finance-Operate-Transfer) models. • Experience in projects

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
				related to River rejuvenation / water bodies • • Language Skills: Proficiency in the native language is advantageous
5.	Environmental Expert	Master's in Environment Engineering or Enviromental Science	more than 15 years of relevant experience	• Proven track record in projects involving waste water treatment, sanitation , desilting of lakes/rivers etc., • Language Skills: Proficiency in the native language is preferred
6.	Company Secretary	CS certificate issued by The Institute of Company Secretaries of India (ICSI) with	15 years of relevant experience .	• Proficiency in the native language is preferred

15.1 **Deployment of Additional Personnel:** Apart from the above, the Consultant may be asked to deploy additional team members for a defined time period on a person-month basis, as per the Client's requirements. The Client shall inform the Consultant at least 30 days in advance of such a requirement. The minimum experience of this resource would be similar to the personnel for the Key Personnel as mentioned above. The additional resource should be deployed at the same rate as the equivalent team members.

15.2 **Replacement of Personnel:** The Client may allow the Consultant to replace the personnel deployed with prior notice of at least 30 days in advance. The Consultant shall propose options for replacement duly furnishing the educational qualifications and experience specified for the respective position in the RFP Document. The Client reserves the right to approve the replacement after due interaction, if necessary. The cost of replacement of the personnel shall be borne by the Consultant.

SECTION :6 CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

I. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the____day of the month of

_____, 200_, between, on the one hand,___(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,___and___(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartofthis Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (herein after called "SC");

(c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Services and Facilities to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F: Form of Guarantee for Advance Payments

[*Note: If any of these Appendices are not used, the words* "Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) .

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupee;

(h) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for

a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any

continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities, and property described in Appendix D at the times and in the manner specified in said

Appendix D, provided that if such services, facilities, and property are not made available to the Consultants as and when so specified, the Parties shall agree on: (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities, and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultants in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the

Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is not applicable for this Contract.

[1.4 The addresses are:

Client:

Bangalore Water Supply & Sewerage Board (BWSSB)
3rd Floor, Cauvery Bhavan, Kempegowda Road
Bengaluru-560009

Contact Person:
Designation: _____
E-mail: _____
Phone: _____

Consultants:

_____
_____
_____

Contact Person:
Name:
Designation:
E-mail:
Phone: _____

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of e-mail, 24 hours following confirmed transmission;

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30 (thirty) days of the Effective Date (Commencement Date)

[2.3 The Contract Period hereby granted is for a period of 12 months commencing from the Commencement Date.

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 10 lakh for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. [Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR 310.94 Lakh.

[6.4 The account is :

Payments shall be made according to the following schedule:

Sl. No.	Milestone	Timeline	Payment schedule
1	Submission of Inception Report	T + 1 month	10% of total project cost
2	Submission of detailed survey report	T + 3 Months	20% of total project cost
3	Submission of Detailed Feasibility report	T + 5 Months	20% of total project cost
6	Submission of Draft Bid Documents - Request for proposal & concession agreement	T + 6 Months	15% of total project cost
7	Submission of Final Request for proposal & concession agreement	Two weeks from the date of approval by SLSWA	5% of total project cost
8	Prebid meeting	As per RFP	5% of total project cost
9	Submission of Bid evaluation sheet	As per RFP	10% of total project cost
10	Handholding support	3 months post-LOA issued to concessioner	15% of total project cost (5% every month)

[6.5 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.]

[7.2Disputes shall be settled by arbitration in accordance with the following provisions.

- If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

  a) Additional Chief Engineer, BWSSB as Employer representative,

  b) The "Consultancy", and

  c) The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

- The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by

the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees. Upon receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.0. The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.

IV. APPENDICES

3 Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

4 Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

5 Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 through C-2.]

6 Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Consultants by the Client.]

7 Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

NoT APPLICABLE